

AGREEMENT

BETWEEN

KAISER FOUNDATION HOSPITALS  
AND  
KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST

AND

OREGON FEDERATION OF NURSES  
AND HEALTH PROFESSIONALS

AFT HEALTHCARE - LOCAL 5017 • AFL-CIO

**LABORATORY PROFESSIONALS**

October 1, 2010 – September 30, 2012



## **HUMAN RESOURCES DEPARTMENT**

Kaiser Permanente Building  
500 N.E. Multnomah Street  
Portland, Oregon 97232

Tie Line – 49-4800  
Direct Dial Line – (503) 813-4800

## **National Human Resources Service Center**

(For assistance with Employment Verification, Benefits or Pay Related Questions)

Direct Dial Line – 1-877- 457-4772

## **OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**

2045 S.E. Ankeny Street  
Portland, Oregon 97014

Direct Dial – (503) 657-9974

**Oregon Federation of Nurses and Health Professionals  
Laboratory Professionals  
and  
Kaiser Permanente Northwest Region**

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## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive representative for all employees of the Employer as described in the following Bargaining Unit:

Lab Professionals including the classifications of Medical Technologist, Cytogenetics Technologist and Cytotechnologist.

The parties recognize that new job titles may be developed to reflect the evolution of care delivery. Prior to the posting of the newly created job, the parties will meet to determine representation status. Any newly created job agreed upon by the Employer and Union will be accreted into the agreement for the relevant bargaining unit. This section shall apply to newly created Professional/Technical positions related to direct/indirect patient care delivery. Positions to which this section shall apply shall include, but not be limited to, any newly created position which will perform duties currently performed by bargaining unit employees or for which the educational, certification, credential or licensure requirements are equivalent to existing represented positions. The above paragraph does not apply to positions which meet the criteria for management/supervisory employees, or confidential employees, as defined by the National Labor Relations Act. NWIT and CHR positions would not be covered by the above language unless or until the Union represents one or more job classifications in these areas. This agreement does not address nor modify the 2005 KP Health Connect Effects Bargaining Agreement.

Certification limited to Microbiology will be included in the classification of Medical Technologist.

## **ARTICLE 2 – INSTITUTIONAL RIGHTS AND RESPONSIBILITIES**

### **A. STEWARDS**

The Union will designate, and the Employer will recognize, a sufficient number of Stewards and other union representatives to meet its obligations under this agreement, the National Agreement and the Labor-Management Partnership. The Employer will grant sufficient release time to allow the Stewards to fulfill their obligations under this agreement, the National Agreement and the Labor-Management Partnership. The Union will provide the Employer with a current list of officers and Stewards designated to represent the Union every six months. (*Refer to Section 1.K.1 of the National Agreement for additional relevant information.*)



**B. UNION SECURITY**

*Please Refer To the National Agreement Section 1.K. For Additional Union Security Language.*

**1. Membership**

All present employees shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.

All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.

Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated. However, the Employer shall have sixty (60) days to recruit a replacement before any employee is terminated for failure to comply with the provisions of this Article. In cases where termination of an employee would result in a critical staffing situation, the sixty- (60) day period may be extended by mutual agreement between the parties. Such an extension will not be unreasonably denied by the Union.

As provided by Federal Law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be separately handled and the employee shall make contributions to a tax-exempt, non-religious charitable organization of his/her choice.

The Employer and the Union shall equally share expenses for the printing of an adequate supply of copies of the Agreement by a union print shop. The Employer will provide office support for the data entry of the ratified contract, and will make a good faith effort to provide the Union with a compatible disk upon completion. Copies of this Agreement shall be provided to all new employees at the time of employment by the Employer.

**2. Payroll Deduction of Dues**

- a. The Employer shall deduct from each employee's wage the amount of Union dues or fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the

authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.

- b. Deductions for dues or fees shall be made on the first (1st) pay period of each month and shall be promptly remitted to the Union. Upon implementation of the new payroll system, the Employer will implement biweekly deduction of union dues.

3. Employee Notices

- a. Concurrent with the payroll data run each month, the Employer shall forward to the Union the names, addresses, work location, department, category, Social Security numbers, and date of employment of new employees. This report will also include the names of employees who have terminated employment, taken a Leave of Absence, or retired.
- b. The Employer shall also provide to the Union the scheduled hours, location, and department of each employee on a quarterly basis.

4. Indemnification

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

**C. BARGAINING UNIT WORK**

- 1. The Employer will make its best efforts to fill Bargaining Unit positions with Bargaining Unit employees. The parties recognize that to maintain the orderly functioning of operations, it may be necessary to use non-Bargaining Unit employees to perform work customarily performed by Bargaining Unit employees. The Employer shall have such a right as long as such use does not result in reduction of coded hours or lay off for Bargaining Unit employees.
- 2. Temporary or agency personnel shall not be used to perform work customarily performed by Bargaining Unit employees, except for meeting peak workloads and temporary/emergency needs and when all methods to staff with Bargaining Unit employees have been exhausted.

3. The parties recognize that because of the technical nature of the work, it is necessary that supervisors be able to perform Bargaining Unit work. The only limits to the above shall be:

Only one supervisor shall be permitted to perform Bargaining Unit work in a work group at any given time, except for meeting peak workloads and temporary/emergency needs.

Supervisors shall not be scheduled to displace shifts normally worked by Bargaining Unit employees. Supervisors will not devote more than fifty (50) percent of their regularly scheduled hours, on a quarterly basis, when engaging in work customarily performed by Bargaining Unit employees, except for meeting peak work loads and temporary/emergency needs.

Bargaining Unit work performed by supervisors will be subject to review by a Labor/Management committee.

4. Work created by new technology will be reviewed by the Employer and the Union to determine what is Bargaining Unit work and what is not.

In order to support the highest quality of service to our patients and providers, either the Employer or Union may request a joint review of current technical work being performed outside the Bargaining Unit, for inclusion in the Bargaining Unit. If needs are not being met, the Union or Employer can request a joint review of technical work being performed within the Bargaining Unit.

The Employer and Union will meet to review proposed assignment of technical work within the Lab Professionals Scope of Practice to determine the appropriate classification to perform the work.

#### **D. SEPARABILITY**

If any provision of this Agreement is found to be in conflict with the laws of the State of Oregon, the State of Washington, as may be applicable, the United States of America, or are declared invalid by a court of law, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, the parties agree to commence negotiations with the intent of mutually agreeing to terms that would bring this Agreement into compliance with the applicable case.

**E.     NO CONFLICTING AGREEMENTS**

No employee shall be required nor permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this agreement.

**F.     SUBCONTRACTING**

The parties recognize that there is value to our partnership and to our patients to subcontract work that cannot be performed by bargaining unit members in a timely or economical fashion.

*(Refer to Exhibit 1.K.4 of the National Agreement.)*

When subcontracting will effect staffing levels or have significant impact on work currently performed by bargaining unit members, the Employer will:

- Notify the union as soon as is practicable of their consideration of subcontracting as an option
- The Employer will provide the Union with information needed to evaluate the proposed subcontracting and its effects;
- Before any final decision regarding subcontracting is reached, the Employer will meet with the Union to fully discuss the proposed subcontracting and explore mutually agreeable alternatives.

**G.     CORPORATE TRANSACTIONS**

Should the Employer consider selling all or part of its business it will notify the union early in this process and as soon as practicable. The Employer will provide the union with information needed to evaluate the proposed selling of its business. Before any final decision is reached the Employer will meet with the union to fully discuss the proposed sale(s) and explore mutually agreeable alternatives. *(Refer to section 1.K.2 of the National Agreement.)*

**H.     MANAGEMENT RIGHTS**

The Employer retains all rights and authority which it had prior to the execution of the Agreement, except as specifically abridged by any expressed provision(s) of the Agreement.

**I. BULLETIN BOARDS**

A designated OFNHP Bulletin Board for the posting of appropriate matters pertaining to Union business will be provided wherever possible in staff only work or break areas as mutually agreed by the manager and union representative. Where space is not available in each work area, a mutually agreed upon Bulletin Board will be placed in a central area. Bulletin Boards shall be no smaller than 17”X22”. All posted materials shall be dated and signed by a Union Representative.

**J. WORKPLACE HARASSMENT**

The Employer acknowledges a responsibility to provide a work environment free of any type of harassment, including sexual harassment. Both parties agree to encourage any employee who believes they have been subjected to harassment to utilize the internal review procedure established by the Employer with Union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, they shall not have waived their right to use the grievance procedure and shall have the option of filing a grievance, starting at STEP TWO, within ten (10) calendar days of the decision from the internal review procedure. If a manager and a steward jointly agree harassment education is necessary or requested, training will be provided on paid time.

**K. MISCELLANEOUS PROVISIONS**

If any Article of this agreement is in conflict with any provision of the National Labor Agreement, the National Labor Agreement will take precedent. *(Refer to Section 3.B of the National Agreement.)*

**ARTICLE 3 - NON-DISCRIMINATION**

The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any employee because of such person’s race, religion, color, national origin, ancestry, gender, age, marital status, physical or mental handicap, veteran status, sexual orientation, or the membership in and/or activity on behalf of the Union.

Both parties agree to encourage any employee who believes there has been a violation of this section of the Agreement to utilize internal review procedure established by the employer with union participation if (s)he believes there has been a violation of this section of the Agreement. If an employee chooses to utilize the internal review procedure, (s)he shall not waive his/her right to use the grievance procedure and shall have the option of filing a grievance starting at STEP TWO within ten (10) calendar days of the decision resulting from the internal review procedure.

## **ARTICLE 4 - DEFINITIONS**

### **A. FULL-TIME/PART-TIME EMPLOYEE**

1. A Full-Time employee is one who is regularly scheduled to work a predetermined work schedule of forty (40) hours per workweek. The predetermined work schedule may be at one (1) or multiple work sites.
2. A Part-Time employee is one who is regularly scheduled to work a predetermined work schedule of less than forty (40) hours per workweek. The predetermined work schedule may be at one (1) or multiple work sites.

### **B. FLOAT EMPLOYEE**

1. A float is defined as an employee hired to:
  - a. Work variable shifts on a regular basis, or
  - b. Work at multiple sites/facilities, or
  - c. Work multiple Regional Laboratory departments
2. The Float employees' primary purpose is to provide replacement for scheduled and unscheduled absences of regularly scheduled employees, and to provide additional staffing stability and flexibility for responding to work load fluctuations and as needed for continuity of operations.

### **C. ON-CALL EMPLOYEE**

1. An On-Call employee is defined as an employee who has no permanent work assignment and who is employed to work on an intermittent basis. On-Call employees are used primarily for replacement of absences and for time off for employees, and for increases in workload.
2. On-Call employees will be available to work a minimum of two (2) shifts per month to remain in an employed status.

### **D. TEMPORARY EMPLOYEE**

A Temporary employee is defined as an employee who is hired to work for a specific period of time not to exceed six (6) consecutive months. The period may be extended up to an additional six (6) consecutive months by mutual agreement in writing by the employee and the Employer.

**E. COMPARABLE POSITION**

(Refer to the Article 10 for the definition of comparable positions.)

**F. CERTIFICATION LIMITED TO MICROBIOLOGY**

The certification for an employee working in the Medical Technologist job classification who has M (ASCP) certification or equivalent.

**G. LEAD TECHNOLOGISTS**

Lead Technologists may be utilized to assist the supervisor/manager and/or technical specialist in meeting the operational needs of the laboratory by helping to oversee and coordinate operations.

1. The Employer and the Union will use a partnership process to determine where leads are needed. Either the Employer or the Union may initiate an evaluation for the need of a lead. Consideration of the necessity for leads will be evaluated by the Outpatient Service Area, Medical Center or Regional Laboratory.
2. Lead selection will be done with a labor/management committee that will interview all eligible applicants. Criteria for selection will be mutually agreed upon and will include but not be limited to performance, experience and seniority. Employees will be allowed to bid within the work group(s) covered by the lead assignment. If there are no bids, the lead may be posted in conjunction with an open position. If there is no open position or no interested candidate in the work group, the work group and the supervisor will meet to discuss other ways to address the need.
3. At six (6) months, there will be a joint discussion on the structure and effectiveness of the lead role and an evaluation of the employee's performance as the lead. This evaluation between the employee and their direct supervisor will determine if the individual will retain the lead designation. Leads may resign their lead designation at any time after mutual discussion.

**H. WORK AREA RELATED PERSONNEL**

Labor, Management, and Permanente employees directly responsible for the work performed by a work group.

## **ARTICLE 5 - STAFFING**

### **A. OVERTIME**

Overtime provisions, except those that result in over forty (40) hours of work in workweek, shall not apply if such schedules result from the request of the employee or from a voluntary trade.

There shall be no duplication of overtime or premium pay under this or any other provision of this Agreement.

Employees shall be paid at the rate of one and one-half (1 -1/2) times the Base Hourly Rate (BHR) including any differential, for all hours worked in excess of forty (40) hours within the work week and for all hours of work performed in excess of their regular shift when such shifts are of eight (8) hours or more (i.e. 9, 10, 12, etc.) in a workday.

When consecutive days worked exceed five (5), then the sixth (6<sup>th</sup>) consecutive day worked will be paid at 1 ½ x BHR, including any differential, or when consecutive days exceed forty (40) hours worked the next consecutive day worked will be paid at 1 ½ x BHR, including any differential. All hours worked on additional consecutive days will be paid at 2x BHR, including any differential. The above will apply except when there is a change of schedule requested by the employee and approved by the employer. Holidays worked will count for the purposes of computing weekly overtime and consecutive day pay.

Each employee's work schedule will provide for a minimum of twelve hours between two (2) consecutive work shifts. Work performed prior to the expiration of the twelve (12) hours between consecutive shifts shall be paid at the rate of one and one-half (1-1/2) the BHR in addition to applicable differentials.

### **B. VOLUNTARY OVERTIME ASSIGNMENTS**

All available overtime hours will be offered to employees on a voluntary basis. Distribution of overtime hours and shifts will be done equitably on a rotational basis, through an availability list maintained by the workgroup. Employees on this list will be notified of available overtime hours. Once employees at a workgroup have been scheduled for overtime, any remaining overtime hours will be made available to employees from other workgroups and are qualified and oriented to perform the job. Only after all available employees have been scheduled for desired overtime can remaining hours be assigned to registry/agency personnel.



## C. EMERGENCY OVERTIME ASSIGNMENT

The Employer will make a good faith effort to release employees from work assignments at the end of the scheduled shift. Assignments which would require work beyond the scheduled workday will be offered to employees on a voluntary basis. Employees will be required to work emergency overtime only in cases of unforeseen emergent circumstances where the member's health and well being are in direct jeopardy or customer service is compromised.

Employees will be required to work emergency overtime beyond their regularly scheduled shift only when all other staffing and service alternatives have been exhausted and are documented.

Emergency overtime will not result in a continuous shift greater than 12 hours, except in extraordinary circumstances.

Each workgroup will be responsible for establishing the process to be used in these situations. This process will be defined in the workgroup's staffing guidelines.

## D. PAID TRAVEL TIME

Time spent traveling to another location will be paid at straight time (unless overtime pay is required by law) for the following circumstances:

### 1. NON-FLOAT POSITIONS

- When you are asked/agree to work at another location, after you have arrived at your normal assigned work location.
- When you are asked/agree to report to another location prior to your scheduled shift, travel time will be paid for time spent above what you normally spend traveling to your home base location.

### 2. FLOAT POSITIONS

When you are asked/agree to work at another location outside your geographic area, travel time will be paid for time spent above what you normally spend traveling to your home base location.

Geographical areas area:

- Washington Service Area (other than Longview)
- Longview
- East Service Area (other than the Interstate Campus)
- Interstate Campus
- West Service Area (other than Salem)
- Salem

## **E. STAFFING AND SCHEDULING**

Work groups will be responsible for business planning and resource allocation decisions that will ultimately shape a staffing plan. This will include but is not limited to scheduling and replacement to meet operational needs according to the National Agreement (*Section 1.F.1*)

Work schedules at all facilities shall be posted a minimum of two (2) weeks in advance for a four (4) week posting period. After posting, there will be no change in the schedule for regularly scheduled employees without mutual agreement.

Employees may arrange trades among themselves and submit changes to their supervisor for approval. Such trades will not result in overtime.

Fixed scheduled days on/off and start/stop times will be developed between the work group and their supervisor to the extent possible to achieve stability among the affected employees.

Requests for time off, other than preplanned annual vacation signups, will be submitted two weeks in advance of the posting date. Requests for time off made after this date may be granted if staffing needs are met.

It is the intent of the Employer to provide employees working the night shift with two consecutive days off.

## **F. SHIFT TRADES**

For purposes of flexibility, decisions regarding shift trades may be made within a work group. These changes must be cost neutral with respect to Full Time Equivalents (FTEs), meet business needs, and be jointly agreed upon by the work group.

## **G. RECODING OF HOURS**

The employee may request to be re-coded if the productive hours at the same work site and job classification or multiple work sites for replacement employees exceeds twenty percent (20%) of current coding. If such a pattern is likely to continue, the Employer will increase the employee's coding, unless the employee is an on-call employee.

Employee requests to re-code shall not be unreasonably denied.

## **H. BREAKS AND LUNCHES**

Employees shall receive duty free rest periods daily which insofar as practicable shall be in the middle of each work period. No wage deduction shall be made for such rest periods. Rest periods for employees working an eight (8) hour shift shall be computed on the basis of fifteen (15) minutes during each half (1/2) of their work shift. Rest periods for employees working a nine (9) or ten (10) hour shift shall be computed on the basis of twenty (20) minutes each half (1/2) of their work shift. An employee working a twelve (12) hour shift shall be allowed three (3) rest periods of fifteen (15) minutes each. Employees working four (4) hours in a workday shall receive one (1) fifteen (15) minute rest period during such period.

Employees scheduled to work more than five hours per day shall receive at least a thirty minute duty free meal period at, as near as practical, the middle of the workday. Except as provided below, meal periods shall be on an unpaid basis.

In the event an employee is required by the Employer to return to work or to remain available for work during a scheduled meal period, the scheduled meal period shall count as hours worked.

## **I. STANDBY AND CALL-IN**

Employees on standby duty who are called in to work on other than a recognized holiday shall be paid for the time worked at one and one-half (1 1/2) their basic straight-time hourly rate. Employees on standby status who are called in to work on a recognized holiday shall be paid for the time worked at two and one-half (2-1/2) their basic straight-time hourly rate.

Employees on standby duty, other than a recognized holiday, shall be compensated at the rate of \$2.75 per hour for all hours on standby. For standby duty on a recognized holiday, employees shall be paid at \$6.88 per hour for all hours on standby. There will be no deduction of the standby pay for hours worked and the applicable shift differential shall be paid.

Employees on standby duty shall be guaranteed a minimum of three (3) hours work or pay for their first and all subsequent times that they are required to report to work in any twenty-four (24) hour period. An employees' paid hours shall not exceed the number of scheduled standby hours or the number of hours actually worked, whichever is greater.

An employee may have twelve (12) hours off between the times/he completes a call-in assignment while on standby and the time s/he reports to a regularly scheduled shift. If one-half (1/2) or less of the regularly scheduled shift remains, the employee is not required to complete that shift. Hours not worked during the regularly scheduled shift will not be paid.

**J. REPORTING PAY**

Employees who are scheduled to report to work and/or are permitted to come to work without receiving prior notice that no work is available shall be paid a minimum of four (4) hours and/or one-half (1/2) of their scheduled shift whichever is larger. The employee shall have the opportunity to perform alternative duties working within their position and job title. If the employee declines, the Employer is released of the obligation of this Article. If no such work is available the employee may leave the worksite and still receive the aforementioned pay. The provisions of this Article shall not apply if the Employer makes a reasonable effort to notify the employee not to report for work at least two (2) hours before their scheduled starting time. Whenever possible the affected employee shall be directly notified of cancellations.

Employees called to work on what would otherwise have been a regularly scheduled day off, who do not receive at least one (1) hour notice before the start of the required shift, shall be paid for the hours of work actually performed plus one (1) hour at the straight time rate, but shall not be paid less than four hours.

**K. WORK WEEK**

The work week shall run from Sunday through Saturday.

**ARTICLE 6 – EMPLOYMENT PROCESSES**

**A. CORRECTIVE ACTION**

1. The goal of Corrective Action is to correct performance or conduct/behavior deficiencies, rather than to punish employees. In that spirit, the Employer and Union agree to work together to identify problems and craft solutions. This may include the use of other employees as mentors as is mutually agreed appropriate.
2. The Employer and the Union shall conduct Corrective Action meetings away from employees, patients, and the public.
3. An Employee shall have the right, and shall be informed thereof, to have a Union representative accompany him/her to any meeting which could result in Corrective Action, and to participate in the joint discovery process.
4. Corrective Action shall be for just cause only and will embody the principle of progressive discipline, where the Employer reserves the right to determine the appropriate level of Corrective Action. However, the Employer acknowledges that prior to making a decision, the Employer shall engage in joint decision-making with the Union and consider utilizing the Issue Resolution Procedure where appropriate.
- 5.

Definition: Corrective Action (the parties agree to refer to the Labor Management Partnership's *Issue Resolution and Corrective Action, User's Guide and Toolkit* for guidance during the Corrective Action process).

The Problem Solving phase of the process:

Level 1: Initial Discussion

Level 2: Develop Action Plan

The Formal Disciplinary phase of the process:

Level 3: Corrective Action Plan

Level 4: Day of Decision

Level 5: Termination

6. A copy of the written Corrective Action, no matter what Level shall be provided to the Union office upon completion. The employee is required to sign such a notice to acknowledge receipt.
7. If the Employee disagrees with the Corrective Action administered, he/she may pursue the matter through the contractual grievance procedure.

## **B. PROBATIONARY PERIOD**

Newly hired Regular, Short-Hour, and Temporary employees shall be considered probationary during the first one hundred and eighty (180) calendar days of their employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

## **C. EVALUATIONS**

Employees will be evaluated, in writing, at the end of the probationary period and thereafter, at least once per year by their immediate supervisor. The evaluation will be reviewed by the next higher level supervisor. Evaluations are for constructive employee development and shall be based on objective job-related criteria. Evaluations shall not be used in place of discipline, but may be used in conjunction with the disciplinary process.

The evaluating supervisor shall give the employee a reasonable advance notice of the time for the evaluation and shall schedule sufficient time for the evaluation process. The evaluating supervisor shall discuss the evaluation with the employee. The employee shall have an opportunity to read the evaluation at that time and to attach any relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall sign the evaluation upon completion and that signature shall only indicate that the employee has read the evaluation. The employee shall receive a copy of the signed evaluation and of any attachments.

The supervisor shall provide timely and ongoing feedback pertaining to any job-related skills or behavior which fail to meet the minimum standards established for the employee's job category. A plan for improvement shall be worked out between the supervisor and the employee

## **ARTICLE 7 - BENEFITS**

### **A. FLEX BENEFITS**

Bargaining Unit members will participate in the Employer's flexible benefits plan.

During the 1st quarter of 2002, each employee coded 20 hours or greater will receive a \$500 payment to defray any increases in benefit costs to the employee.

This plan would be limited to the 2002 plan year. If there is a national resolution to flexible benefits, that plan will be considered for adoption prior to the next open enrollment. Should a national resolution not be available, discussions would be reopened on July 1, 2002 to decide on continuing participation in the flexible benefit plan offered or the creation of a traditional benefit plan. These discussions would be completed by September 16, 2002 to allow time for implementation during open enrollment. The union would retain the right to economic sanctions.

Effective January 1, 2006 all bargaining unit members who become benefit eligible through Benefit Average Hours, will be placed on the same Flexible Benefits Plan as those whose eligibility is determined by coded scheduled hours.

### **B. MAINTENANCE OF BENEFITS**

1. The Maintenance of Benefits Language set forth in Section 2.B.4 in the National Agreement defines the rights of bargaining unit members to Maintenance of Benefits and provides a dispute resolution process to address issues that arise. If the final step of the dispute resolution process is not provided in a timely manner, the Union and the Employer shall jointly contact the Strategy Committee for a process update and to request an expedited resolution.
2. The union shall select one (1) representative from the bargaining unit to provide input in meetings and engage in discussions related to plan design for the Flexible Benefits Program. The committees in which the bargaining unit representative may participate include but are not limited to the Regional Benefits Committee and the Human Resources Committee that evaluates suggested changes for KP Select.

### **C. SABBATICAL**

Labor and Management agree to work together to develop a sabbatical process to recognize bargaining unit members with 15 or more years of service. Two paid sabbaticals of four weeks will be drawn by lottery each year, one to recognize a bargaining unit member from the medical offices/medical center and one for regional laboratory. Guidelines will be developed jointly by labor and management to manage the sabbaticals in a cost neutral manner.

### **D. PENSION**

The parties agree to the following regarding the retirement plans which apply to all members of the bargaining unit:

Current plans and benefit levels will be maintained during the agreement, until such time as modified as a result of a contract re-opener.

Kaiser Permanente Salaried Retirement Plan with the formula for benefits set at 1.5% of the final average pay multiplied by the credited years of service. Plan B with the Employer contribution set at 5% of wages or a plan of equivalent value.

Either party is permitted to open the agreement regarding pension within 20-50 days following the conclusion of the Defined Contribution and Defined Benefit subcommittee recommendations or discharge of the committee. If the agreement is re-opened to negotiate pension benefits, the union retains the right to strike.

### **E. RETIREE HEALTH AND DENTAL BENEFITS**

All Kaiser Permanente retirees must meet one of the following rules to qualify for retiree health benefits at age 65.

- Age 65 or older on their last day of employment and have fifteen (15) years or more of Service on their last day of employment, or
- Younger than age 65, but age 55 or older and have fifteen (15) or more years of Service on their last day of employment, or
- Younger than age 55, and their age plus years of Service total seventy-five (75) or more on their last day of employment.

A year of Service is defined as any calendar year in which the employee is paid for 1,000 or more hours.

The retiree health, and prescription drug benefit coverage will be the same plan as the benefits for active employees, any changes that may occur to the active plan will also apply to the retiree coverage. Only the employee and any eligible dependents enrolled for health coverage on the date of retirement will qualify for retiree health coverage.

Coverage under the retiree medical plan will be provided through the Kaiser Permanente Medical Care Program (KPMCP). Retirees and eligible dependents who enroll in the retiree medical plan who are eligible for both Parts A and B of Medicare benefits are required to assign their Medicare benefits to the KPMCP. Failure to notify Kaiser Permanente and to maintain and assign all Medicare benefits for which the retiree and dependents are eligible will relieve the Employer from its obligation to provide retiree medical benefits.

If the current Medicare program is discontinued, substantially modified or replaced by a national health care program, these benefits will terminate; provided, however, that the retiree will be offered as an alternative plan substantially equivalent to that provided the active Kaiser Permanente employees covered under this agreement.

If a retiree is not eligible for enrollment in the KPMCP due to residence outside of the Kaiser Permanente Northwest Service Area, they will be offered benefits as established under the National Labor Management Partnership Agreement. These coverage plans address those living in another Kaiser Permanente region and those living outside of a coverage area. (There are no dental or Part B Medicare reimbursement benefits provided for retirees who move outside of the Kaiser Permanente Northwest Service area.)

Coverage described in this Article will be provided for the life of the retiree and continue to a surviving spouse or domestic partner in the event of a retiree's death. If the retiree should die before the benefits commence at age 65, the coverage for the qualified dependents would commence when the retiree would have become eligible. Coverage for eligible dependents will end when they no longer meet eligibility rules, or upon the death of the retiree or surviving spouse. Reimbursements described below will be provided during the life of the retiree.

Following are differences in benefits available, based on the original date of hire, and the first date a retiree is eligible for benefits.

**Hired on or before December 31, 1984, and eligible to retire on or before December 31, 1996 (although actual retirement is delayed to a later date)**

The Employer will provide 100% of the plan cost for retiree health and dental coverage at the point of retirement. The coverage will include copays of \$0/\$1/\$2 for Medical, Prescription, and Dental respectively.

If the retiree works for Kaiser Permanente until age 65, Kaiser Permanente will reimburse the retiree, and any eligible dependents, for full Part B of Medicare. Payments will be made on a quarterly basis. This benefit is only available if the retiree remains within the Kaiser Permanente Northwest Service area and maintains enrollment in the KPMCP.



**Hired on or before December 31, 1984, and eligible to retire on or after January 1, 1997**

The Employer will provide part of the cost for the retiree health and dental coverage at the point of retirement. The Employer and retiree will each share one-half of the future retiree medical and dental plan cost over the January 1, 1997 plan cost with the employee cost not exceeding 30% of the total plan cost.

If the retiree works for Kaiser Permanente until age 65, Kaiser Permanente will reimburse the retiree, and any eligible dependents \$43.80 per month for Part B of Medicare. Payments will be made on a quarterly basis. This benefit is only available if the retiree remains within the Kaiser Permanente Northwest Service area and maintains enrollment in the KPMCP.

**Hired on or after January 1, 1985**

The Employer will provide part of the cost for the retiree health coverage at age 65. The Employer and retiree will each share one-half of the future retiree medical plan cost over the January 1, 1997 plan cost with the employee cost not exceeding 30% of the total plan cost.

**F. PAID TIME OFF (PTO)**

The paid time off program consists of various paid time off elements that work together under the direction of the employee to make sure that time away from work can be enjoyed without a reduction in pay. The program allows for the accrual of paid time off based on the longevity of the employee.

Limits on vacation sign-up and approval will be related to total work group(s) time off (PTO/vacation) accrual rate. Employee's vacation sign-up will be limited to their PTO accrual (currently banked and accrued during the sign-up period.)

PTO is used for holidays, illness not covered by extended sick leave (ESL), vacations or other elective time. PTO is also used in conjunction with Short Term Disability pay to maintain the full income level while disabled until the PTO is exhausted.

The design, content and implementation schedule for this program will be discussed with the bargaining unit between August 1 and September 16 of each year. If agreement is not reached regarding the program, a traditional plan will be negotiated and implemented with the next open enrollment.

## **G. EXTENDED SICK LEAVE**

The extended sick leave program is an additional means of assisting an employee to maintain full pay during an illness. When this time has been exhausted short term disability can then assist in providing income.

Effective with the benefit year 2006 no Extended Sick Leave (ESL) balance will be required to access Extended Sick Leave (ESL) for “day one” of an illness or injury qualifying for this benefit.

## **H. TIME OFF WITHOUT PAY**

Bargaining Unit members who are coded twenty (20) or more hours per week shall have the right to use time off without pay (WOP) when meeting the following conditions:

1. PTO use will be given priority over prescheduled WOP time prior to schedule posting.
2. Approval of prescheduled WOP time takes place after approval of all other prescheduled time off.
3. WOP time cannot substitute for prescheduled PTO.
4. WOP time is allowed for partial shifts.
5. WOP time will not be approved if staffing would drop below operational needs.
6. WOP time use that drives overtime for replacement will only be granted with management approval.
7. Unscheduled WOP time may be granted by mutual consent of both the supervisor/manager or designee and employee.
8. Management is responsible for review and approval of schedule per relevant guidelines.

## **I. EMPLOYEE ASSISTANCE PROGRAM**

Employees shall have an Employee Assistance Program available to them for use at their own initiative. The program shall have service available that provides commonly accepted forms of assistance for work related or personal health or emotional and other problems arising from any source.

1. Objective:

The objective of the program recognizes the value and contribution of current and continuing employees and seeks to treat their problems so that the problems do not become a hindrance or preoccupation which ultimately may affect the employee's work.

2. Troubled Employees

The Employer recognizes alcoholism, drug abuse and emotional problems as illnesses that are treatable. An employee's request for assistance under the Employee Assistance Program will not jeopardize their employment, job rights, or job security. The program is intended for assistance and rehabilitation of employees as a better course than discipline or discharge.

An employee may be referred to the program by a supervisor or Union representative. Confidentiality of all parties shall be strictly maintained.

**J. BENEFIT AVERAGE HOURS**

Twice each year, on or about January 1st and July 1st, the Employer will recalculate the Benefit Average Hours (BAH) of each Bargaining Unit employee.

**ARTICLE 8 - COMPENSATION**

**A. WAGE INCREASES**

Refer to Appendix A and National Agreement Section 2.A.1.

**B. DIFFERENTIALS**

Lead - \$1.00  
Evening - \$1.20  
Night - \$2.00  
Standby - \$2.75  
In lieu of benefits - \$0.40  
Holiday Standby - \$6.88  
Replacement - \$0.90

**C. NEW WAGE SCALES**

<u>Step</u>	<u>Hours</u>
1.	0-2,000
2.	2,001-6,000
3.	6,001-10,000
4.	10,001+

**D. HIRING INTO LABORATORY PROFESSIONALS WAGE SCALE PLACEMENT**

Newly employed lab professionals shall receive credit for prior laboratory experience acquired in the medical/clinical laboratory setting. The hours paid will count hour for hour as experience for placement on the Laboratory Professional wage scale. Individuals who would experience a reduction in pay as a result of the conversion to the new wage scale will be red circled at their current step until they qualify for the advancement to the next step.

**E. TEAM PAYMENT**

The Laboratory Technical Professionals will participate in the Employer's variable compensation program, TEAM, as determined by current program eligibility criteria. As outlined in the Program, the annual earned payout for TEAM occurs in April or May following the calendar year of the Program. Thus, earned payouts for TEAM will be distributed in April or May of each year. It is understood that the Employer may modify the TEAM Program (including payout dates) to better align it with the Organizational Mission, Goals, and Objectives, and will set annual targets.

*Note: Please refer to the National Agreement Section 2.A.3 for additional language.*

**F. SHIFT DIFFERENTIAL SCHEDULES**

For the purposes of determining shift differential pay, the following shall be recognized shifts:

Day shift	0700-1500
Evening shift	1500-2300
Night shift	2300-0700

Shift differential for employees will be in effect if a majority of hours of an employee's shift falls within the standard shift time, in which case the appropriate shift differential will be paid for the entire shift. If the hours worked fall equally between the two shifts, the employee will be paid at the higher differential.

If an employee works one or more additional hours that are not regularly scheduled during a shift to which shift differential applies, the employee will be paid the shift differential for those hours worked.

Night shift differential shall be paid for all hours worked on shifts starting before 0600.

The above will apply except when there is a change of schedule requested by the employee and approved by the employer.

**G.**

## **COMPENSATION REVIEW PROCESS**

During the term of this contract, either party may raise concerns relating to job classification(s) pay, differentials or premium pay. The parties will meet to discuss the concerns within thirty (30) days of the concern being raised. Relevant internal or external data will be reviewed using Partnership Processes/Principles. If the parties are unable to reach consensus, the concerns may be referred to the Senior Health Plan Medical Manager and Senior Leader of the Union for resolution. Decisions by the senior leaders are final and binding, not subject to the grievance procedure.

## **ARTICLE 9 - GENERAL**

### **A. RETENTION AND RECRUITMENT**

A standing labor/management committee will explore options and develop proposals for the retention and recruitment of laboratory professionals. The proposals will be reviewed by the appropriate partnership teams. The retention and recruitment committee will work to implement approved proposals.

### **B. NEW TECHNOLOGY**

Labor, Management and the Northwest Permanente Group are able to introduce new technologies for efficiencies, community standards, quality, new fields of practice, regulations, safety, key clinical practices, etc. Proposals to include new technology will be discussed and reviewed by work area related personnel.

1. Proposals will be discussed by work area related personnel using the decision making continuum. If the new technology has impact on staff mixes and staffing in general, the proposals will be reviewed by the appropriate partnership group.
2. Decisions about training will be referred to work area related personnel for joint decision making.
3. Work area related personnel will be responsible for developing expectations for individuals selected for initial training.

### **C. FLEXIBILITY AND TEAMWORK**

In our dynamic and competitive healthcare services market, both parties recognize the importance of flexibility and teamwork in meeting our customers' needs. The National Agreement in Section 1.C.1.b will be referred to and used as a guide for both parties concerning these important issues.

**D. LEADERSHIP**

We recognize that Laboratory Professional's scope of function requires application of leadership skills, gained through education and job experience, in coordinating work group functions. It is also recognized that the work group will be involved in decisions in a partnering way consistent with the National Agreement. In recognition of this the Employer will provide support and training to promote this leadership role where the Laboratory Professional functions as a resource and provides direction and decisions as appropriate.

**E. CONTRACT LANGUAGE ADOPTION**

Either Kaiser Permanente or Oregon Federation of Nurses and Health Professionals (OFNHP) may request, and subsequent to the request the parties will meet, to consider adoption of contractual language agreed to by any Union at Kaiser Permanente. The IBPS/CDM process will be used. Upon mutual agreement such language will be implemented.

**ARTICLE 10 - SENIORITY, LAYOFF, RECALL**

**A. DEFINITION OF SENIORITY**

1. The seniority roster in effect upon ratification will remain in effect and, for current employees, seniority will be based on most current hire date with Kaiser Permanente in any job classification in any region.
2. OFNHP Bargaining Unit employees who transfer into the Laboratory Professional Bargaining Unit will retain their previous seniority.
3. Effective October 1, 2005, seniority will be based on the hire date into the Bargaining Unit, except as specified above. For other newly hired Bargaining Unit employees, the following will apply: for every three (3) years that an employee has been employed by Kaiser Permanente in a job that is not included in the Laboratory Professionals or other OFNHP Bargaining Unit, the employee will be granted one (1) year of seniority up to a maximum of five (5) years seniority. For example, if an employee worked in the Colorado Region as a MT for nine (9) years and then was hired into a MT position in the Northwest Region, the employee will be granted three (3) years seniority. If an employee worked as a LTA for eighteen (18) years and then became a Cytotechnologist, the employee will be granted five (5) years seniority. Appropriate seniority credits will be in effect upon hire into the Bargaining Unit.
- 4.

Seniority will be bridged, through adjustment of the hire date, for the following reasons:

- a. Layoff and recall;
- b. Retirement and rehiring: (For all past, future and current employees), when an employee is rehired, seniority will accrue only during the employment period.
- c. Transfer from a non-union laboratory job to a Bargaining Unit job where work has previously been performed in one of the Bargaining Unit jobs.

## **B. REDUCTION IN HOURS**

1. Permanent or Long Term (More Than 30 Days)
  - a. In the event management determines that it is necessary to permanently reduce the work force or coded hours worked, the Employer will notify the Union at least sixty (60) days in advance of any reductions and the parties will meet and attempt to find ways of avoiding reductions.
  - b. When reductions remain necessary following the meeting above, the Employer will request employees at the affected worksite to participate in voluntary reduction until the necessary reduction in work force is met with the most senior employee within the job title having the first opportunity for voluntary reduction.
  - c. Volunteers do not have access to the bumping process. If these reduced hours become available within fifteen (15) months from the date of the reduction, all employees having taken voluntary reduction will be offered the hours before they are offered to other employees.
  - d. When voluntary layoffs do not meet necessary reduction in the work force, additional layoffs shall take place at the work site in inverse order, according to the Order of Application Section of this Article. When there is more than one employee affected by the elimination of a position or a reduction of hours the Union will request the Employer to set up a process in which the most senior affected person has the first choice of options. The Union and Employer may set up and invoke a bid process with the goal of having the least senior person be laid off, unless there are volunteers. The Employer and Union must mutually agree in order to enter into this process.

- e. The intent of this section is to allow laid off employees to bump less senior employees in comparable positions or as close to comparable positions as possible. Comparable is defined as a position:
  - With the same job title;
  - On the same shift;
  - Within the same category (32-40 hours per week, 20-31 hours per week, short-hour, on-call);
  - Within the same geographic area (Portland, Salem, Longview); and
  - That affected Employees are qualified to perform the job with reasonable training.
- f. If more than one employee's position is to be eliminated or their coded hours reduced, then comparable vacant positions will be offered in seniority order beginning with the most senior employee. If the affected employee refuses such comparable work he/she will be laid off with no access to the bumping process, but with all of the other rights under this Article.
- g. If no comparable vacant position is available, the affected employee may bump one of the 5 least senior employees in comparable positions.
- h. If no comparable position is available, the affected employee may bump one of the 5 least senior employees in positions whose jobs they are qualified to perform with reasonable training.
- i. If an employee is unable to perform any vacant or bumped job, they will be placed into layoff and recall status.
- j. For the purpose of this Article, reasonable training shall mean a period up to 12 weeks.
- k. Employees designated for layoff shall be given at least thirty (30) days notice of layoff or compensation at the regular rate of pay to the extent such notice is deficient. A copy of the notice shall be sent to the Union and the employee at the employees last known address.

**C. ORDER OF APPLICATION**

Seniority will be applied in the following order:

1. Employees coded twenty (20) hours or more per week assigned to a job title in the Bargaining Unit.
2. Regularly scheduled Short-Hour employees coded less than twenty (20) hours per week.



3. On-Call employees assigned to a job title in the Bargaining Unit.
4. All other employees assigned to perform the work of a job title in the Bargaining Unit.

**D. RECALL OF EMPLOYEES**

1. Laid-off employees shall be recalled in the Order of Application by seniority to positions for which they are qualified from a recall list that will remain in effect for fifteen (15) months from the date of layoff.
2. Notice of recall shall be by certified mail to the employee's last address on the Employer's record. The Union shall also be notified. It is the employee's responsibility to maintain a current address with the Employer. The employee shall have an obligation to confirm acceptance or rejection of an offer to return to work, in writing, within seven (7) calendar days of the offer as evidenced by the date of delivery.
3. Any laid-off employee who is qualified to perform a vacant position shall be recalled and have the right of first refusal before any new employee from outside the job category or the Bargaining Unit is hired. Temporary employees will not be hired while the employees are on layoff.
4. If a position is comparable; and the employee refuses the job or fails to respond within the above timelines, the Employer may remove the employee from the recall rolls.

**E. SEVERANCE**

For coded Employees terminated as a result of layoff who are in a recall status:

1. Pay  

Employees will receive one (1) week of severance pay for every full year of service up to fifteen (15) years, based on coded hours. The final year of service will be pro-rated by the weeks worked, for example if an employee has 12 years, six months and 3 weeks service his severance would be calculated as 12.56 weeks pay.
2. Benefit Coverage
  - a. In the event of permanent reduction in force, employees with ten (10) or more years of service (based on most recent hire date) will receive Employer-paid Health Plan coverage to the end of the termination month plus six (6) months. Employer-paid dental coverage will be provided to the end of the termination month plus three (3) months.

- b. Employees with seven (7) or more years but less than ten (10) years of service (based on most recent hire date) will receive Employer-paid Health Plan to the end of the termination month plus four (4) months and Employer-paid Dental Plan to the end of the termination month plus two (2) months.
- c. Employees with three (3) or more years but less than seven (7) years of service (based on most recent hire date) will receive Employer-paid Health Plan to the end of the termination month plus two (2) months and Employer-paid Dental Plan to the end of the termination month plus one (1) month.
- d. Employees with less than three (3) years of service (based on most recent hire date) will receive Employer-paid Health Plan and Dental Plan according to normal procedure. Medical and Dental benefit coverage will continue until the end of that month.
- e. By law, employees will have the opportunity to purchase continued group Health Plan and Dental Plan coverage for an additional eighteen- (18) months following expiration of the Employer-paid coverage.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

*(Refer to National Agreement Section 1.L.1 and Appendix C Issue Resolution)*

The Employer and the Union encourage open, two-way communication and informal resolution of issues and problems between employees and supervisors. Each party shall make every attempt to understand and resolve differences informally before resorting to the Formal Grievance Procedure. Issues may be resolved utilizing the Issue Resolution Process or the Grievance Procedure.

Some legitimate differences regarding interpretation and/or the application of this Agreement may, in fact, require a formal grievance process. The purpose of this Article is to promote a prompt and efficient process for the investigation and resolution of grievances. The Employer and the Union agree that all disputes will be settled as hereinafter provided. The parties also agree that there shall be no lockouts on the part of the Employer nor suspension of work on the part of the employees for the duration of the Agreement.

Any problems arising in connection with the application or interpretation of this Agreement may be submitted as a grievance by any employee or group of employees in accordance with the procedures provided in this Article. Class action grievances may be filed at step two.

The Employer and the Union agree that each shall have the right to file a grievance on their own behalf regarding problems that may arise regarding interpretation or application of the Agreement. All grievances shall be submitted in writing and explicitly cite the Article allegedly violated and the requested remedy. All grievances and related requests for review shall be signed by the Grievant or union representative.

Grievances, requests for review and decisions shall be delivered in person or by U.S. mail to the appropriate management representative, Grievant and Union representative. In the event of a question as to the timeliness of any mailed grievance step or response, the postmark will indicate the end of one step or response and the date of receipt will mark the beginning of the next step or response. If the response is by electronic mail, the date the response was sent will mark the beginning of the next step or process.

Grievances may be, by mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

The time limits contained in this procedure may be extended by mutual, written agreement of the Employer and the Union. If the Grievant or union representative fails to file an appeal within the time limit provided, the grievance will be deemed to have been resolved by the decision at the prior step. If the Employer fails to maintain the time limits provided, the Union representative may advance the grievance to the next step.

The Grievant and the Union steward participating in the grievance and arbitration meetings shall not lose pay associated with regular scheduled work hours for time spent in meetings unless there are "class action" grievances involving more than one Grievant, in which case the parties shall mutually agree on pay issues. Witnesses may be asked to appear at grievance meetings without loss of pay by mutual agreement. Meetings held in accordance with the steps provided in the following procedure shall be scheduled at mutually agreed upon times.

#### STEP 1

It is the intent of the parties that grievances be adjusted informally and/or at the first level of supervision whenever possible. Settlements reached at step one of the grievance procedure shall not be precedent setting for future similar or dissimilar cases unless specifically agreed to. If an employee has a grievance, she/he shall present it on the appropriate form to the immediate supervisor within 15 calendar days from when the employee became aware of the event from which the grievance arose. The grievance shall contain a statement of the issue being grieved, identification of the contract provision violated and a proposed resolution. The immediate supervisor shall meet with the Grievant and representative within 10 calendar days of the receipt of the grievance and attempt to resolve the grievance. The immediate supervisor or a steward for a Management grievance shall give a written decision to the Grievant, with a copy to the union, within 10 calendar days after the meeting (steward to supervisor if management grievance). If the grievance is not resolved, the Grievant may appeal the decision to step 2 of the grievance procedure within 10 calendar days after receipt of step 1 response.

## STEP 2

The Human Resources Consultant or designee, and the appropriate department or area manager shall meet with a Union representative and the Grievant within 10 calendar days of receipt of the appeal to attempt to resolve the grievance. Termination grievances may be filed initially at step 2. The Human Resources Consultant (Union representative if Employer grievance) shall give a written decision to the Union representative within ten calendar days after the meeting.

If the grievance is not resolved at step 2, the Union or Employer shall have fifteen calendar days after receipt of the step 2 response to notify the other party of its intent to advance the grievance either to mediation or to Issue Resolution.

## MEDIATION/ISSUE RESOLUTION

A. Grievances not resolved at step 2 may be referred to a mediator or to Issue Resolution (Issue Resolution cannot be used for Corrective Action challenges).

A mediator or Issue Resolution Facilitator will be scheduled within 30 days of the request. The mediator will be the next arbitrator in alphabetical order from the arbitration panel. Issue Resolution Facilitator will be requested from Human Resource Education. A facilitator will not be assigned who has responsibility for work area or contract administration.

B. The expenses and fees of the mediator shall be shared equally by the parties.

C. Attendance at mediation sessions shall be limited to the following:

1. Union: Spokesperson, Assigned Union Representative, Grievant
2. Employer: Spokesperson - Labor Relations Representative, Human Resources Consultant, Supervisor/Department Head or Designee
3. Observers: By mutual agreement, either party may invite observers limited to a reasonable number who shall not participate in the mediation process.
4. Witnesses: By mutual agreement, witnesses may be present who offer critical information regarding the dispute.

D. Neither attorneys, court reporters, note takers, nor recording devices shall be allowed to be present at the proceedings. The mediation proceedings shall be entirely informal in nature. The relevant facts shall be presented in a narrative fashion by each party's spokesperson to the extent possible, rather than through the examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made.

E. Either party may present documentary evidence to the mediator, which shall be returned to the parties at the conclusion of the proceedings.

- F. If a settlement is not achievable, the mediator will provide the parties with an immediate opinion, based on the Collective Bargaining Agreement, as to how the grievance might be decided if it went to arbitration. Said opinion would not be final and binding, but would be advisory. The mediator's opinion shall be given to both parties orally including reasons supporting the decision.
- G. The mediator's verbal opinion may be used as a basis for further settlement discussion, or for withdrawal or granting of the grievance. The mediator, however, shall have no authority to compel the resolution of the grievance.
- H. If the grievance is not settled, withdrawn or granted pursuant to these procedures, the parties are free to arbitrate.
- I. If the grievance is arbitrated, the mediator shall not serve as the arbitrator. Neither the discussions nor the mediator's opinion will be admissible in a subsequent arbitration proceeding.
- J. If the mediation is scheduled during the Grievant's shift, the Grievant will be permitted to be present, without loss of pay. Union observers may request time off for Union leave without pay.

## ARBITRATION

(Note: Mediation or Issue Resolution must be requested before arbitration is requested.)

Within ten calendar days following receipt of a notice of intent to arbitrate, the parties shall select an arbitrator from the panel described below. Selection will be rotated sequentially among the arbitrators listed except that by mutual agreement the parties may avoid the use of any arbitrator. Either party may avoid the use of one arbitrator who has issued, at least, two decisions in the term of the Agreement. This last provision may be exercised one time during the term of the Agreement by either party.

The parties by mutual agreement may use an expedited arbitration procedure.

The arbitrator shall hold the hearing in a convenient location as agreed to by the parties. The hearing shall commence within twenty-one days of the arbitrator's selection, or as soon thereafter as is practicable. The arbitrator shall issue a decision within thirty days following the close of the hearing or the submission of briefs, whichever is later. The decision of the arbitrator shall be in writing and set forth findings of fact, reasoning and conclusions on the issue(s) submitted.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union and the Grievant to the extent permitted by and in accordance with applicable law and this Agreement.

The arbitrator shall not, without written agreement of the parties, be authorized to add to, detract from or in any way alter the provisions of the Agreement. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

The arbitrator's pay and all incidental expenses of the arbitration shall be borne equally by the parties. However, each party shall bear the expense of presenting its own case.

If the grieving party believes there are specific documents or information in existence that are pertinent to the resolution of the grievance, that have not been presented, the Grievant may request such documentation. No violation of another's right to privacy shall occur.

The parties shall meet immediately after the execution date of the Agreement to mutually agree on 10 (ten) arbitrators who will serve as a panel during the term of the Agreement. If the parties cannot reach mutual agreement, each party shall select 4 (four) arbitrators for the panel and the parties will reach mutual agreement on the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members. If the parties cannot reach mutual agreement on the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members, a list shall be solicited from the Federal Mediation and Conciliation Service (FMCS). The FMCS will be requested to submit a list that does not contain any of the eight (8) previously selected panel members. Selection of the ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) panel members will be made from that list either by mutual agreement or by alternately striking names until two are left. The first party to strike a name will be determined by the flip of a coin.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### **A. BEREAVEMENT LEAVE**

Effective the first day of the month following eligibility, all health and welfare benefit eligible employees are eligible for bereavement leave, unless the bereavement leave has been waived by participation in an Alternative Compensation Program.

Employees shall be granted up to three (3) days paid Bereavement Leave upon the death of their:

- Spouse/Domestic Partner
- Parent/Step Parent/Parent In-Law/Step Parent In-Law/In loco Parentis Child/Step Child/Legal Ward/Foster Child/Adopted Child
- Daughter/Step Daughter/Daughter In-Law/Step Daughter In-Law
- Son/Step Son/Son In-Law/Step Son In-Law
- Sister/Step Sister/Sister In-Law/Step Sister In-Law
- Brother/Step Brother/Brother In-Law/Step Brother In-Law
- Grandparent/Step Grandparent
- Grandchildren/Step Grandchildren
- Relative living in same household

Employees will be granted an additional two (2) days of paid time when traveling three hundred (300) miles or more to attend funeral or memorial services.

Bereavement Leave may be divided due to timing of services and related circumstances and need not be taken on consecutive days.

## **B. FAMILY MEDICAL LEAVE**

1. Kaiser Permanente will grant a Family Medical Leave of Absence in accordance with State and Federal Laws and Kaiser Permanente Family Medical Leave Policy (Appendix H).
2. Provisions of federal and state law will apply to employees in both Oregon and Washington. The law that advantages the employee the most will be applied.
3. If applicable law or policy is to be modified or amended, the Union is to be notified 30 calendar days in advance of any change to the Kaiser Permanente Family Medical Leave Policy (Appendix H).
4. For eligible employees, Kaiser Permanente's Family Medical Leave policy generally provides twelve weeks of protected leave per rolling twelve month period for the birth, adoption, placement of a child, to care for a family member with a serious health condition or the employee's own serious health condition, pregnancy disability or to care for a sick child who does not have a serious health condition but requires home care.
5. An eligible employee is one who meets the eligibility requirements under either one or both the applicable state and federal law. Generally, under Oregon law an employee must be employed by Kaiser Permanente for 180 calendar days prior to the start of the leave, and worked an average of 25 hours per week during that period. For the Federal law, the employee must be employed by Kaiser Permanente for twelve months prior to the start of the leave and worked a cumulated 1,250 hours during that period.
6. Leaves under state, federal, contract and workers compensation will be administered concurrently where applicable.
7. The request for Family Medical Leave shall be written and submitted in advance when possible to do so. In cases of emergencies, the employee will notify the employer as soon as reasonably possible. The written request shall be on the form provided and must specify the reason for the leave of absence, the relationship of the employee to the person needing the care and the anticipated length of the leave.
- 8.

Medical certification may be required from the employee's treating health care provider or the provider of a family member to substantiate the leave request within fifteen calendar days of written request from the employer. In addition, a fitness-for-duty certification may be required before an employee returns to work following leave for his/her own serious health condition.

9. Employees will be required to use any accrued PTO, vacation, sick or ESL hours until they are exhausted. An employee must use accrued sick or ESL for his or her own serious health condition. To care for another family member whose condition qualifies for Family Medical Leave, an employee may use accrued PTO, vacation, ESL or sick leave.
10. Upon return from an approved Family Medical Leave, the employee shall be reinstated to his/her former job assignment or alternate arrangement as mutually agreed upon and provided by law.
11. Eligible employees who are receiving employer paid benefits shall continue to receive such benefits while on a Federal Family Medical Leave or federal concurrent.

### **C. Jury Duty**

Preamble: The Employer and the Union jointly recognize the need to balance the civic responsibility of performing jury duty with the need to maintain coded hours and staffing levels.

1. Employees with at least thirty (30) days employment in a Full-Time, Part-Time, Float or Short-Hour coded hour status who are required to report for jury service will be excused from scheduled work on such days. Such employees shall receive, on days he/she otherwise would have worked, his/her regular straight time pay, including differentials.
2. The employee must furnish the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received. In cases where there is a combination of work and jury service, hours paid for jury service shall not count as hours worked in determining eligibility for overtime.
3. For scheduling purposes, a regularly scheduled employee on jury service shall be considered a day shift employee for days scheduled for jury duty. The employee will not be required to work regularly scheduled weekends, nor will he/she be required to make up that weekend when excused from jury duty if he/she has performed jury duty equal to the employee's coded hours.
- 4.



If the employee is excused from jury duty for an entire day, or is excused early enough in the day to permit working one-half (1/2) of a regularly scheduled day, the employee will call the supervisor or designee to make known their availability for work.

5. Suitable work will be provided for the employee at their worksite or at a site within a reasonable commute from their normal work location. Failure to notify the Supervisor, or designee, of an excused jury duty will result in no payment of wages for that day.
6. If the employee's regularly scheduled shifts are evenings or nights, the employee and the supervisor may agree to have the employee work their regular shift on a canceled jury duty day.
7. Reimbursement for jury service as provided for in this Article shall be limited to service on one (1) jury assignment in any one (1) calendar year, unless additional jury service is mandated by the court.
8. Employees will be paid for time spent in a recognized court or government hearing or civil deposition when requested to appear or subpoenaed by the Employer.
9. An employee may use PTO, if available, for other court appearances, provided the employee furnishes the Employer with a written statement from the appropriate public official showing the dates and time served and the amount of jury pay received.

#### **D. Medical Leave**

1. Non-industrial
  - a. Employees disabled by a medical condition or injury not connected with their employment will be granted an unpaid Medical Leave of Absence after exhaustion of paid time off. A MLOA will be granted for the term of medical disability as estimated and certified in writing by the physician. Leaves will be granted in increments up to ninety (90) days. For a total maximum leave of twelve (12) calendar months per disability. Requests for all initial leaves and all extensions must be submitted in writing to the employee's supervisor along with the physician's written certification of disability. Requests for urgent leave must be submitted as soon as circumstances permit. Non-urgent leaves must be requested in writing at least four (4) weeks prior to the anticipated period of disability whenever possible.
  - b. Expiration of a MLOA is determined by the date the physician certifies an employee may return to work, or the last approved date, whichever comes first. An employee wishing to remain off work beyond that date must apply for Personal Leave of Absence.

Continuation of Health and Dental plans. Refer to the Medical Benefits Article.

An employee who returns from a Medical Leave of Absence must present a physician's release to return to work.

An employee who returns from a Medical Leave of ninety (90) days or less shall be returned to their former job assignment. An employee who returns from a Medical Leave in excess of ninety (90) days shall return to their former job assignment if the position is available. If the position is not available the employee shall be returned to any open assignment of comparable status for which they are qualified.

2. Industrial

An employee disabled as a result of a work related injury or illness, will be granted an unpaid leave of absence once paid time off has been exhausted. Paid time off at the discretion of the employee may be integrated with Workers' Compensation Disability payments to the extent necessary to permit an employee to maintain his/her regular straight time earnings during the period of disability. The foregoing will be applicable to the extent the employee has paid time off accrued and not used. Initial requests for leave and extensions must be submitted in writing to the employee's supervisor, along with the physician's written certification of disability. Leaves will be granted in increments up to ninety days, to a maximum of one year. During industrial leave, service credit toward tenure step increase will continue to accrue for the period of the industrial leave. Employees returning from industrial leave and/or modified work assignment will be reinstated at the appropriate step rate in their former position.

3. Military Leave

The Employer will grant Military leave in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

4. Personal Leave

- a. The Employer will grant Personal Leaves without pay upon an employee's written request when personal considerations justify such action and when staffing requirements permit. Such requests shall not be unreasonably denied. An employee must have at least six (6) months of continuous service to be considered eligible for a Leave of Absence for personal reasons. Leaves may be authorized for a period up to ninety (90) days. Leaves may be extended beyond the initial ninety (90) days, at the Employer's discretion. Any extension, (not to exceed an additional ninety (90) days) must be requested in writing and must be authorized, in writing, by the Human Resources Consultant. All leaves and extensions must be

requested as far in advance as possible to allow for adequate replacement planning. Requests for emergency leaves must be submitted as far in advance as circumstances permit.

- b. An employee who returns from a Personal Leave of ninety (90) days or less shall be returned to his/her former job assignment. The employee must contact the supervisor two (2) weeks prior to the end of the Leave of Absence to confirm the return to work date. The Employer will make a reasonable effort to reinstate an employee to his/her former job assignment for up to one hundred eighty (180) days.
- c. However, if the Employer is unable to provide such a placement the employee will be returned to a comparable, vacant position for which they are qualified. If no appropriate opening is available an employee will be granted a thirty (30) day extension to the leave and will be considered for any openings according to the Seniority and Vacancies Articles for which they qualify during that time.
- d. Employees who have at least two (2) years continuous service may request a Personal Leave of up to twelve (12) months for reasonable purposes, or may request an extension up to one hundred eighty (180) days beyond the six (6) month limit defined above. Such leave or extensions shall not exceed a total of twelve (12) consecutive months. Approval shall be at the Employer's discretion and subject to departmental staffing requirements. Employees on extended Personal Leaves, as provided for in this paragraph, shall give the Employer at least thirty (30) days notice of availability to return to work. Such employees will be given consideration for openings for which they may apply and are qualified according to the Seniority and Vacancies Articles.

## **E. Education Leave**

Education leave is provided to employees as time to pursue laboratory professional education goals. In addition to scheduled courses, conferences, teleconferences and other professional programs, studying for board examinations, sub-specialty certification or recertification qualify for education al leave. Education leave and programs are to be outlined and presented to employee's direct supervisor for approval.

1. Process for Request and Approval
  - a. The employee must submit a written request to attend the Continuing Education Program at least four (4) weeks in advance. Consideration for approval shall be given when courses are offered with shorter notice, provided staffing needs are met.
  - b. The work group(s) will develop a process to determine who shall attend if multiple requests are received for one event.

- c. If the employer provides an internal continuing education program which is similar to an external program, attending the internal program is preferred.
- d. If an employee is required by the employer to attend an education program, it will not be charged against the employee's education leave.
- e. In order to use education leave, the employee must provide certification of program completion or other proof of attendance.
- f. Employees may elect to utilize up to sixteen (16) hours annually of education leave for the purpose of home study. The home study course must meet the following, and all other, criteria established for paid education leave.
  - 1) All home study must be approved prior to starting the course.
  - 2) The course announcement must accompany the request for approval.
  - 3) In order to use education leave, employees must provide proof of successful completion of courses.

2. Use of Leave

Paid education leave may be taken in full day or hourly increments as time away from the job. Such leave shall not count as time worked for the purpose of determining eligibility for daily, weekly or consecutive day overtime. An employee shall not be required to work his/her scheduled shift immediately preceding or following a full day of education leave unless voluntarily. An employee taking education leave for a program of 4 or more hours may utilize education leave/PTO necessary to make them whole or voluntarily return to work for the duration of their shift.

Employees using education leave, when not scheduled to work, may be granted scheduled time off to support work life balance.

3. Method of Accrual

- a. Effective October 1, 2005

All Bargaining Unit employees coded twenty (20) hours or more are eligible to use eight (8) hours of education leave.

- b.

Effective January 1, 2006

- 1) On January 1 of each year all unused individual education hours will roll over to an education leave pool.
- 2) All Bargaining Unit employees coded twenty (20) hours or more will be granted sixteen (16) hours education leave on January 1<sup>st</sup> each year.
- 3) Education leave pool hours are available on first come, first serve basis up to twenty-four (24) hours per employee per year, after use of all individual education leave hours (with supervisor approval based on operational needs).
- 4) Unused education leave pool hours do not carry forward to the subsequent year.
- 5) Education days will be prorated upon employment and can be accessed upon completion of probation.
- 6) Once the National Agreement Workforce Development Coalition Trust has been implemented, the education leave language will be reviewed. (See Section 1.D.1 of the National Agreement).
- 7) Unused education leave will be forfeited upon termination of employment.

## **ARTICLE 13 - POSITION VACANCIES**

*Please refer to the National Agreement Section 1.F for Additional Language.*

### **A. PROCESS FOR FILLING VACANCIES**

It is the intent of the parties that seniority of eligible employees be a primary factor in filling open jobs. In cases of job bidding, providing that performance, experience and qualifications are approximately equal, and providing that the Bargaining Unit applicants are qualified to perform the work required, the principle of seniority shall govern. Employees currently in Corrective Action at Level III or above shall not be considered for transfer unless by mutual agreement between the Employer and the Union.

Bargaining unit employees requesting a transfer in accordance with the provisions of this Article shall be given preferential consideration over outside applicants or employees not in the Bargaining Unit, provided they possess the necessary qualifications for the job.

All job vacancies covered by this Agreement shall be made readily available at each worksite by the Employer. A copy of job posting notices will also be mailed to the

Secretary of the Union at the time it is processed. The posting will be on the approved format and will be posted and open for bidding for a minimum of seven calendar days.

In cases where additional hours become available, but do not in themselves constitute an available position (e.g. less than 20 hours), such additional hours will be posted within the department and employees who are qualified to do the work in the affected department may apply for the posted hours. These hours will be awarded to a department employee in accordance with the provisions of this Article provided the change will fit the department scheduling needs.

The work group will have input and be involved into hiring decisions as determined by the Partnership in Action teams.

**B.**      **MLT TO MT HIRING**

When a current KPNW MLT becomes eligible to apply for MT positions:

1.      They will receive preference over outside applicants.
2.      When, within 6 months after completing MT certification, a KPNW MLT is hired into an MT position, they will receive MT job classification pay for all hours worked, retroactive to the date they obtained MT certification.
3.      If no MT positions have been posted within six (6) months, the current position will be evaluated for possible conversion to an MT position.
4.      Employees currently in Corrective Action at Level 3 or above shall not be considered for transfer unless by mutual agreement between Employer and Union.

**ARTICLE 14**

**TERM OF AGREEMENT**

This Agreement is effective as of ratification and shall continue in full force and effect to including September 30, 2012.

*Refer to Section 3.D of the National Agreement for further relevant information.*

In witness whereof, the Parties hereto have executed this Agreement this 29<sup>th</sup> day of June, 2010.

For the Employer:

Kaiser Foundation Hospitals and Kaiser  
Foundation Health Plan of the Northwest

Kenn B. Dell

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For the Union:

Oregon Federation of Nurses and  
Health Professionals, Local 5017,  
AFT, AFL-CIO

Mark Richard

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LAB PRO

MR  
KBD

**Appendix A**  
**WAGE SCALES**

<b><u>Job Title</u></b>	<b><u>Step</u></b>	<b><u>10/01/08</u></b>	<b><u>10/01/09</u></b>	<b><u>4/01/10</u></b>	<b><u>10/01/10</u></b>	<b><u>10/01/11</u></b>
Cytogenetic Technologist	1	\$28.11	\$28.96	\$27.29	\$28.11	\$28.96
	2	\$29.42	\$30.31	\$28.56	\$29.42	\$30.31
	3	\$30.78	\$31.71	\$29.88	\$30.78	\$31.71
	4	\$32.10	\$33.07	\$31.16	\$32.10	\$33.07
Cytotechnologist	1	\$30.02	\$30.92	\$31.54	\$32.49	\$33.47
	2	\$31.46	\$32.40	\$33.05	\$34.05	\$35.07
	3	\$32.84	\$33.83	\$34.50	\$35.54	\$36.61
	4	\$34.27	\$35.30	\$36.00	\$37.09	\$38.20
Medical Technologist	1	\$28.28	\$29.13	\$29.71	\$30.61	\$31.53
	2	\$29.59	\$30.48	\$31.09	\$32.02	\$32.99
	3	\$30.93	\$31.86	\$32.50	\$33.48	\$34.49
	4	\$32.28	\$33.25	\$33.91	\$34.93	\$35.99
Medical Technologist, Float	1	\$29.18	\$30.03	\$30.61	\$31.51	\$32.43
	2	\$30.49	\$31.38	\$31.99	\$32.92	\$33.89
	3	\$31.83	\$32.76	\$33.40	\$34.38	\$35.39
	4	\$33.18	\$34.15	\$34.81	\$35.83	\$36.89
Medical Technologist, Lead	1	\$29.28	\$30.13	\$30.71	\$31.61	\$32.53
	2	\$30.59	\$31.48	\$32.09	\$33.02	\$33.99
	3	\$31.93	\$32.86	\$33.50	\$34.48	\$35.49
	4	\$33.28	\$34.25	\$34.91	\$35.93	\$36.99



## **Appendix B**

### **LETTER OF UNDERSTANDING**

It is the intent of the parties that the KPNW/OFNHP Lab Professional collective bargaining agreement not modify the KPNW/OHSU preferential hiring agreement as it relates to the benefits of affected employees. In particular, the time off accruals for the following individuals will continue according to the terms of the KPNW/OHSU agreement until the collective bargaining agreement provides for accruals which exceed those established by the KPNW/OHSU agreement.

John Richards  
Kathy Maley  
Bing Wong  
Nancy Denard

## Appendix C

### ISSUE RESOLUTION PROCESS

#### Preamble for Issue Resolution

As we use the process of the Labor Management Partnership to support the future success of our organization, a vitally important piece of our work is to develop effective ways of resolving issues that arise in every work group.

If we acknowledge that good business results depend on the cohesiveness and effective decision making amongst all the people of Kaiser Permanente, we must be successful in supporting every workgroup's ability to resolve the disputes and tensions which get in the way of effective communication and drains the energy for excellent service and patient care. Work groups that resolve issues, both contractual and otherwise, in an effective and timely manner generally enjoy their work environment and ultimately perform well.

The adoption of the Issue Resolution Process provides individuals a voluntary alternative to the grievance procedure. However, the grievance procedures remain intact for an individual to select as one method in resolving contractual issues.

Regardless of the route chosen, effective resolution of issues will remain an essential element of a successful Labor Management Partnership, and ultimately the success of Kaiser Permanente.

#### Issue Resolution Process

Any individual(s) can access the Issue Resolution Process by raising any issue or concern with a steward or supervisor in the work unit.

The Issue Resolution Process is intended to cover all work unit members including Management. Interest Based Problem Solving and Consensus Decision Making are the tools in this Process used to resolve issues.

Individuals who choose to utilize this Process to resolve issues or concerns may opt out of the Issue Resolution Process and enter into the established grievance process, at their discretion. Time limits for grievance purposes will commence upon exiting the Issue Resolution Process.

The parties will establish timelines for the Issue Resolution Process, being mindful that this is intended to bring TIMELY solutions to everyday workplace issues and concerns.

The core elements of the issue resolution process are as follows:

1. Resolution of the issue will be attempted at the individual or work unit level. Within the work unit, a group of Stakeholders or individuals) or group(s) with an interest in the issue(s), will attempt to reach a solution using an interest-based problem-solving process, i.e., consensus. As appropriate for issue Resolution, individuals from outside the

workunit may be involved. Issues relating to Section One of the National Agreement must be referred to the Local Partnership Steering Committee for resolution. The individual bringing the issue forward must stay actively involved in the search for a solution.

2. If a mutually agreeable solution is not reached within the workgroup, the issue may be forwarded in writing to a Sub-Committee of the Partnership Steering Committee (PSC), notifying them of the inability of the workgroup to reach a mutually agreeable solution. The Sub-Committee reports regularly to and may receive direction from the Partnership Steering Committee. The Sub-Committee will: A) address the issue at the next regularly scheduled meeting; or B)\* appoint union and management representatives to an ad hoc Joint Review Committee (JRC) that will assist the Stakeholders in resolving the issue.

When the issue is union-specific, i.e., a contractual issue, the JRC will be comprised of four committee members (two members from the affected union and two management members). If the issue is multi-union or pertains to a broader area, the JRC will be comprised of not more than six committee members (one member from each of the three unions and three management representatives). By consensus, the JRC may increase the number of committee members when the situation(s) warrant.

The Stakeholders are responsible for bringing the issue forward and providing the JRC with an overview of the issue, including previous attempts made by the Stakeholders to resolve the issue. In addition, the Stakeholders will participate in the JRC's effort to resolve the issue.

3. At the conclusion of their meeting, if consensus is reached, the JRC will make a written recommendation to the Stakeholders and the PSC for resolution of the issue. This documentation will include: the date and location of the meeting, attendees, statement of the issue, and a summary of the JRC's recommendation, including the rationale for such recommendation.
4. Once the Stakeholders have been notified of the JRC's recommendation, they have 14 days to notify a representative of the PSC and JRC of their acceptance or rejection of the recommendation. If the JRC's recommendation is not accepted, the Stakeholders may choose to drop the issue or file a grievance according to contract guidelines.
5. Should the Stakeholders choose to exit the Issue Resolution Process and enter the grievance process, the parties by mutual agreement, will determine the appropriate step to enter the established grievance process. Regardless of where in the Resolution Process this occurs, the grievance will start at a minimum of Step Two.
6. Consensus decisions on issues and concerns raised in the issue Resolution Process are non-precedent setting. Activities, ideas and solutions occurring within the Issue Resolution Process may not be introduced as evidence in any arbitration.

Appendix D

LETTER OF UNDERSTANDING

Dated September 8, 2005

SUBJECT: WEEKEND STAFFING REQUIREMENTS IN MEDICAL CENTERS

Laboratory Professional Bargaining Teams have agreed to charter a joint committee composed of at least two (2) or more management members and OFNHP members. This committee will use the IBPS/CDM process to achieve a Letter of Agreement. The committee will be provided all the work to date (recognizing no consensus was achieved on options) and collected data. A mutually agreeable facilitator will be selected.

In the event the committee is unable to resolve the issue by February 1, 2006, it will be forwarded to the Hospital Operations Tracking Team (HOTT) for action. In the event HOTT does not resolve the issue, either party may refer unresolved issues to the Senior Medical Manager in the Health Plan who will work with the President of OFNHP to resolve the matter. Decisions or failure to reach agreement at this point are final and binding.

## Appendix E

### LETTER OF UNDERSTANDING

Dated September 8, 2005

#### SUBJECT: OFNHP LAB PROFESSIONALS SABBATICAL

This letter serves as a summary and reference for OFNHP Laboratory Professionals Sabbatical Guidelines.

Labor and Management agree to work together to develop a sabbatical process to recognize bargaining unit members with fifteen (15) years of service or more. Two (2) paid sabbaticals of four (4) weeks each will be drawn by lottery each year, one to recognize a bargaining unit member from the medical offices/medical center and one from the Regional Laboratory. Guidelines will be developed jointly by labor and management to manage the sabbaticals in a cost effective manner. To remain consistent with the intent of the contract, two equitable pools will be used. The grouping of the pools allows for float staff to provide support in a cost effective manner.

#### QUALIFICATIONS

1. Eligible employees must have fifteen (15) full years of service or more by the date of the drawing.
2. Eligible employees must be in a benefited position coded twenty (20) hours per week or more.

#### GUIDELINES

1. Each year the number of people in each pool will be reviewed and adjusted to make the two pools as equitable as possible.
2. Drawings will be held in the first week of September.
3. The sabbaticals are to be taken at non-prime time periods in a four (4) week or two (2) week blocks at employee discretion. Non-prime time is defined as January, February, March, April, October and November. Oregon and southwest Washington public schools Spring Break, if relevant to the work group, as well as Thanksgiving week are prime time.
4. Upon being selected to receive a sabbatical, the employee will notify the employer of the selected time for sabbatical leave within two months of the drawing.
5. The sabbatical is a one time only benefit. Persons taking a sabbatical will be dropped from the pool for future drawings.

6. Persons drawn for a sabbatical may choose to forfeit the sabbatical for that year and have their names returned to the pool for subsequent drawings. In such a case, the person must forfeit no more than four (4) weeks from the date of the drawing and a second drawing will be held as soon as possible to select a new winner.
7. A Person who receives a sabbatical but leaves Kaiser employment for any reason or transfers to a non-benefited position before the sabbatical is taken, will forfeit the sabbatical and a new name will be drawn.
8. Employees with a full twenty-five (25) years of service who meet the above qualifications will receive one extra entry into the pool.
9. Employees who take a sabbatical will have the option to give a presentation on what they did during the sabbatical.
10. Eligible employees will be automatically entered into the drawing and will have an opportunity to review eligibility at least two weeks before the drawing takes place.

Appendix F

LETTER OF UNDERSTANDING

Dated September 8, 2005

SUBJECT: HIRING

1. By April 1, 2006, the Employer and the Union will create and implement a Career Pathways Program.
2. During the above six (6) months period, the Employer agrees to hire the most senior qualified applicant for all Bargaining Unit job vacancies.
3. Prior to April 1, 2006:
  - a. The parties will meet with the intent of clarifying and changing Article 13 by mutual agreement.
  - b. The Employer and the Union will jointly present a mutually agreeable training program on Article 13 with the intent of conveying clear guidance on implementing Article 13 in hiring situations.

Appendix G

LETTER OF UNDERSTANDING

Dated June 29, 2005

SUBJECT: INTERNAL REVIEW PROCEDURE ISSUE RESOLUTION

Within sixty (60) days of ratification the new OFNHP/KPNW Collective Bargaining Agreements, the parties will convene an issue resolution to review and make recommendations for improvement of the KPNW Internal Review Procedure referenced in the Harassment and Non-Discrimination Agreements. OFNHP will communicate this agreement to the other KPNW Coalition Unions.



## Appendix H

### **KAISER PERMANENTE - NW REGION: HUMAN RESOURCES POLICIES AND PROCEDURES**

#### **Family Medical Leave (FMLA)**

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**SECTION:** Personnel Administration

**SUBJECT:** Family Medical Leave

**COVERAGE:** All Eligible Employees unless terms in a Collective Bargaining Agreement supersede policy provisions

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#### **POLICY**

It is the policy of Kaiser Permanente to provide family and medical leave in accordance with the federal and state laws. Family medical leaves that are covered under both state and federal law will run concurrently. Family and Medical leave guidelines have been developed in compliance with the Federal Family and Medical Leave Act of 1993 (FMLA), the Oregon Family Leave Act (OFLA), Washington State Maternity Regulations and the Washington Family Care Act. Employees will be subject to laws for the states in which they work and the federal law. Provisions of state laws will apply to employees in both Washington and Oregon. The law that advantages the employee will be applied.

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#### **PRACTICE**

##### **I. FEDERAL FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

Family and Medical Leave (FMLA) is specifically defined as a leave for (a) birth or care of a newborn child; (b) the placement with the employee of a child for adoption or foster care and to care for the child after placement; (c) the care of a child, spouse, parent (not parent-in-law) or grandparents with a serious health condition, and (d) an employee's own serious health condition which causes the employee to be unable to perform one or more of the essential functions of his/her job. Employees who return from an FMLA-approved leave of absence are subject to certain reinstatement rights are defined below.

##### **A. Definitions**

1. **Child** means a biological, adopted, or foster son or daughter, stepchild, legal ward, or a child of an employee who stands "in loco parentis" to that child, who is either under 18 years of age, or and adult dependent child.
  - o An adult dependent child is an individual who is 18 years of age or older who is incapable of self-care because of a mental or physical disability.

- "In loco parentis" means in place of, or instead of, a parent; charged with a parent's rights, duties, and responsibilities; it includes those with day-to-day responsibilities to care for and financially support a child. A biological or legal relationship is not necessary.
2. **Spouse** means a husband or wife as recognized under the state law where the employee resides.
  3. **Parent** means a biological, foster, or adoptive parent, a stepparent, or a legal guardian or an individual who stood "in loco parentis" to the employee when he or she was a child. Parent does not include parent-in-law.
  4. A "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:
    - a. **Hospital Care:** Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.
    - b. **Absence Plus Treatment:** A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
      - Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
      - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
    - c. **Pregnancy:** Any period of incapacity due to pregnancy or to prenatal care.
    - d. **Chronic Conditions Required Treatments:** A chronic condition which:
      - Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider.
      - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
      - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

e. **Permanent/Long Term Conditions Requiring Supervision:**

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employer or family member must be under the continuing supervision of, but not need to be receiving active treatment by a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

f. **Multiple Treatments (Non-Chronic Conditions):**

Any period of absence to receive treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

5. **Health care practitioner** means a doctor of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices; or a podiatrist, dentist, clinical psychologist, optometrist and chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by an x-ray to exist) authorized to practice, and performing within the scope of their practice, under the state law; or nurse practitioners, nurse midwives and clinical social workers authorized to practice and performing within the scope of their practice under state law; or Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or a health care provider listed above who practices in a country other than the United States who is authorized to practice in accordance with the law of that country and who is performing within the scope of his or her practice as defined under such law.
6. **An equivalent position** is one that is virtually identical to the employee's former position in terms of pay, benefits, and working conditions, including privileges, perquisites and status. It must involve the same or substantially similar duties and responsibilities which must entail substantially equivalent skill, effort, responsibility and authority.

## **B. Eligibility**

1. Employees are eligible for FMLA if they have worked for a total of 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. If the FMLA leave is for the birth, or placement for adoption, or foster care of a child, the leave must be concluded within one year of the birth or placement. Leave for this purpose

may not be taken intermittently. See Oregon Family Leave Law for information about additional leave.

3. Spouses who are both employed by Kaiser Permanente and are both FMLA eligible will be allowed a combined total of 12 weeks of FMLA leave in a 12-month period for the birth and care of a newborn, for the placement and care of a child for adoption or foster care or to care for the employee's parent with a serious health condition.
4. If leave is taken for a newborn or adopted or newly placed foster child is equal to or less than the total 12-week benefit entitlement, the husband and wife would each be entitled to the difference between the amount of FMLA leave already taken individually and the total 12-week entitlement for another purpose, such as to care for a seriously ill spouse, parent or child, or for either employee's own serious health condition. (See also additional leave under Oregon Family Medical Leave)

### **C. Length of Leave**

1. The Federal Family and Medical Leave Act provides employees with a total of 12-weeks of family care leave and medical leave in a 12-month period.
2. The 12-month period is calculated on a "rolling" 12-month period measured backward from the date the employee uses a FMLA leave. The 12-month period begins with the start date of the first FMLA leave of an employee and each time the employee takes FMLA leave the remaining leave balance consists of the portion of the 12-weeks that was not used during the immediately preceding 12-months. For example, if an employee used four weeks of FMLA leave beginning on January 1, 2002, four weeks beginning on June 1, 2002 and four weeks beginning on December 1, 2002, the employee would not be entitled to any additional FMLA leave until January 1, 2003. The employee would be eligible for one day on January 1, 2003.
3. Employees may be granted an additional medical leave per applicable contract or policy.
4. Additional leave for reasons other than the employee's own serious health condition may be granted in accordance with the Personal Leave of Absence Policy and is subject to the terms and conditions of that policy as applicable.

### **D. Coordination With Other Leaves or Paid Time Off**

Other paid and unpaid leaves (e.g., extended sick leave, workers' compensation leave, paid time off) taken for reasons that qualify as FMLA leave will run concurrently with FMLA leave when determining the maximum duration for all such leaves.

### **E. Intermittent Leave / Reduced Leave Schedule**

1. Intermittent leave or a reduced leave schedule is permitted when medically necessary to care for a child, spouse, or parent with a serious health condition, or for an employee's own serious health condition as defined in this policy. Intermittent leave may not be taken for the birth of a child. Intermittent leave may be used for appointments necessary for placement of a foster or adoptive child.
2. Intermittent leave is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of period from a quarter of an hour to several weeks.
3. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek or workday for a period of time normally from full-time to part-time.
4. Employees scheduled for less than 40 hours per week are entitled to a pro-rated amount of FMLA in a rolling 12-month period of time.
5. This kind of leave is intended to address situations where an employee has to be away a portion of the work time for employee's own serious health condition or the care of the serious health condition of a child, spouse, parent or grandparents but can be available for work the remaining part of the day, weeks, or month. Examples of intermittent leave would include leave taken several days at a time spread over a period of six months, such as for chemotherapy.
6. An employee may be required to temporarily transfer to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job. All decisions of this nature should be made in consultation with the Human Resources Consultant.
7. Time off for intermittent leave or reduced leave schedule covered under the FMLA is counted toward the 12-week benefit entitlement of FMLA leave. Only the amount of leave actually taken will be counted toward the 12 weeks of leave entitlement.
8. The employee must, where possible, attempt to schedule intermittent or reduced schedule so as not to disrupt the department's operation.

## **F. Application/Approval of FMLA Leave**

1. Medical Leave at least 30 days prior to the anticipated leave date. If it is not possible due to medical emergency or a change in circumstances to give 30 days notice, the employee must provide written notification as soon as possible. At a minimum, the employee shall provide verbal notice sufficient to make the employer aware that the employee needs FMLA qualifying leave, and the anticipated timing and duration of the leave.
2. When scheduling planned medical treatments or intermittent FMLA, the employee must consult with the immediate supervisor and make a reasonable effort to schedule the leave so as not to unduly disrupt workplace operations. When an intermittent or reduced leave schedule is requested, the employee will provide the supervisor, upon request with the reasons why the leave is necessary and the schedule of treatments, if applicable. The supervisor may request documentation from the treating practitioner.
3. Employees requesting FMLA leaves for the care of a newborn child immediately following a pregnancy disability leave should request the leave as far in advance as possible, noting that the start of the leave is dependent on the end of the pregnancy disability leave.

## **G. Designation**

1. The Employer may designate as FMLA leave any paid or unpaid leave taken for FMLA reasons. Where the Employer acquires knowledge that leave taken is for an FMLA reason, either after the leave has commenced or concluded, the Employer may designate the leave as FMLA leave upon notice to the employee.
2. The manager must designate each occurrence as family leave. This applies to intermittent leave or each time an employee is off due to a family leave situation.

## **H. Medical Certification**

1. In the event that the FMLA leave is for the serious health condition, as defined in this policy, of the employee or the employee's child, parent, or spouse, a medical certification from a health care practitioner must be submitted. The supervisor will provide the employee with the Certification of Health Provider form.
2. When FMLA leave is foreseeable and at least 30 days notice has been provided, the employee must submit the certification to the supervisor before the leave begins. When this is not possible, the employee must submit the certification within 15 calendar days after it is requested.

3. In any case, where the Employer has reason to doubt the validity of a medical certification for the employee's own serious health condition, the employee may be required, at the employer's expense, to obtain a second medical opinion from a health practitioner designated or approved by the employer. If the second opinion differs from the employee's original medical certification, the employer may require the employee to obtain certification, at the employer's expense, from a third health care provider approved jointly by the employer and the employee. The third medical opinion shall be final and binding.
4. Employees may be required to provide periodic reports on his or her status and intent to return to work and recertification relating to a serious health condition, as requested by the employer.
5. Employees returning from FMLA leave for their own serious health condition may be required to present a fitness-for-duty certificate prior to being restored to employment.

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## **II. OREGON FAMILY LEAVE ACT (OFLA)**

Employees who have been employed at Kaiser Permanente for more than 180 days, have worked an average of 25 hours per week during the last 180 days, are eligible to take 12 weeks OFLA leave within a 12-month period. The 25 hour average is not required for leave for pregnancy, birth, adoption or placement of a child.

### **Eligible employees may take OFLA leave for the following:**

1. Birth of a child, adoption of a child up to age 18 (older than 18 if incapable of self care) or the placement of a foster child. This is available to both parents.
2. Care of a seriously ill spouse, domestic partner, child (of any age), parent or parent-in-law or grandparent.
3. The employee's own serious health condition.
4. Care for a ill child other than a serious medical condition (age 18 or under).
5. An additional 12 weeks leave is available for an illness, injury or condition related to pregnancy or childbirth that disables the employee. Further, employees who use parental leave may be entitled to additional leave to care for an ill child with other than a serious medical condition.

6. For purposes of this policy, a serious health condition is defined as: "Serious health condition" means an illness, injury, impairment or physical or mental condition of an employee or family member:
  - A. That requires inpatient care in a medical care facility such as a hospital, hospice or residential facility such as a nursing home. When a family member resides in a long-term residential care facility, leave shall apply only to:
    - o Transition periods spent moving the family member from one home or facility to another, including time to make arrangements for such transitions;
    - o Transportation or other assistance required for a family member to obtain care from a physician; or
    - o Serious health conditions as described in (b) through (g) of this section of this rule.
  - B. That the treating health care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future;
  - C. That requires constant or continuing care such as home care administered by a health care professional;
  - D. That involves a period of incapacity. Incapacity is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve:
    - o Two or more treatments by a health care provider;
    - o One treatment plus a regimen of continuing care; or
  - E. Any period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity, such as asthma, diabetes or epilepsy;
  - F. That involves permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer's disease, a severe stroke or terminal stages of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment;
  - G. That involves multiple treatments for restorative surgery or for a condition such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease that if not treated would likely result in incapacity of more than three days; or
  - H. That involves any period of disability of a female due to pregnancy or childbirth or period of absence for prenatal care.



### **Concurrent Leaves**

Where allowed by law, all approved leave, whether paid or unpaid, and including leave designated as leave for non-occupational injury or illness, personal leave, workers' compensation leave, will be counted against the annual family medical leave entitlement.

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### **III. WASHINGTON MATERNITY REGULATIONS**

An employer shall provide a woman a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth.

#### **Notice of Leave**

An employee requesting leave must submit a request at least thirty (30) days in advance.

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### **IV. WASHINGTON FAMILY CARE ACT**

The Washington Family Care Act provides Washington employees of Kaiser Permanente the use of accrued leave, (sick time, PTO, vacation, or ESL) to care for the employee's spouse, child under the age of 18, parent (biological or in loco parents), parent-in-law or grandparent.

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### **EMPLOYEE BENEFITS AND REINSTATEMENT**

#### **Benefits Continuance**

1. During periods of FMLA leave, health and dental benefits will be maintained at the same level and under the same conditions as if the employee continued to work.
2. Employees must use their ESL for their own personal serious illness. After ESL is exhausted, employees may use PTO.
3. Employees may use PTO, ESL, vacation or ill hours to care for their spouse, child, parent or parent in law, grandparent, domestic partner or parent of domestic partner who has a serious illness. For employees covered by the PTO/ESL Program, Extended Sick Leave hours may be used if the employee is away from work for more than one (1) work day or 8 work hours for illness of the employee, the employee's spouse or domestic partner, parents (or parents of spouse or domestic partner), grandparents, or dependent ill children if the illness qualifies under OFLA, FMLA or the Washington Family Care Act. Exception: if an employee has an ESL balance of 160 hours or more, the employee may use ESL beginning the first day of the illness.

4. With respect to pension and other retirement plans, any period of paid eligibility, service, and vesting requirements are applicable under the appropriate plans. Any period of unpaid FMLA leave shall not be counted toward a break in service for purposes of eligibility, service, and vesting requirements.
5. Paid Time Off benefits will continue to accrue through the last full period during which FMLA leave is paid. Thereafter, accrual will cease and recommence upon the employee's return to work.

### **Reinstatement Rights**

1. Employees on FMLA leave will be reinstated to the same position the employee had when leave commenced or an equivalent position, as defined in Section A-6 of this policy, provided that the total FMLA leave does not exceed 12 weeks in the 12-month period. However, an employee has no greater reinstatement rights than if the employee had been continuously employed and the leave had not been taken.
2. Employees who wish to remain on a leave of absence, either for medical or personal reasons, beyond the expiration of the 12-week FMLA period, may be eligible to be placed on a medical or personal leave of absence in accordance with the terms and conditions of those policies. Reinstatement under such leaves is not guaranteed and will be made in accordance with those policies.

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### **PROCEDURE**

1. The employee must complete Employee Request for Family Medical Leave and Employer Response Form and submit to his/her supervisor at least thirty (30) days before family medical leave is anticipated. Or, if the leave is unanticipated, the employee must request leave orally and confirm in writing as soon as practicable, usually within one or two business days. Requests must be submitted for ALL family medical leaves of any duration, even one day, paid or unpaid.
2. Employees taking Oregon Family Leave to care for a dependent child who does not have a serious health condition will receive a completed Request for Family Medical Leave Form from the supervisor for each occurrence of qualifying leave.
3. If the absence exceeds seven (7) unpaid days, the employer must also submit a Leave of Absence (LOA) Paid/Unpaid form to the HR Service Center.
4. The supervisor must provide approval of the leave in writing to the employee.

5. The employee must notify the supervisor in writing within two weeks when practicable of his/her intent to return to work.
6. If the employee is eligible for an extension to a leave (the 12 weeks has not been exhausted), completion of the following additional forms are required before original leave expires:
  - o Request for Family Medical Leave and Employer Response and
  - o Leave of Absence (LOA) Paid/Unpaid and
  - o Certification of Health Care Provider (if appropriate)
7. Employees who need additional leave (past the 12 weeks) may apply for medical or personal leaves of absence in accordance with those policies.

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## **SUMMARY**

It is the policy of Kaiser Permanente to provide family and medical leaves in accordance with federal and state laws.

Provisions of state laws will apply to employees in both Washington and Oregon. The law that advantages the employee will be applied.

Leaves will be granted for birth or care of a newborn child; the placement with the employee of a child for adoption or foster care and to care for the child after placement; the care of a child, spouse, domestic partner, parent in-law, grandparent who is ill; or the employee's own serious illness.

Leaves will be granted for a total of 12 weeks in a rolling 12 month period. Additional leave time may be granted for conditions related to pregnancy, childbirth or parental leave.

Employees are eligible for Federal Family leave if they have worked a total of 12 months and have worked at least 1250 hours during the 12 month period immediately preceding the commencement of the leave.

Employees are eligible for Oregon family leave if they have been employed at Kaiser Permanente for more than 180 days and have worked an average of 25 hours per week during the last 180 days. The 25 hour average is not required for leave for pregnancy, birth, adoption or placement of a child.

An employee requesting leave must submit a Request for Family and Medical Leave form at least 30 days prior to the anticipated leave date unless it is an emergency. The employee must provide written notification as soon as possible if it is an emergency. Medical Certification will be required for leave for any purpose.

During family and medical leave, health and dental benefits will be maintained at the same level and under the same conditions as if the employee continued to work.

Employees are required to use ESL for their own personal serious health condition. Employees may use PTO after ESL is exhausted. Note non-union employees will be required to use 3 days of PTO prior to using ESL unless they have a minimum of 160 days of ESL in their bank.

Employees may use PTO or ESL to care for a family member.

Employees returning from leave will be reinstated to the same position the employee had when leave commenced provided the leave did not exceed 12 weeks.

Appendix I

SUBJECT: SHORT NOTICE REPLACEMENT OF STAFF

An ad hoc group composed of the representatives from the Employer and the Union will be chartered to reach agreement on short notice replacement of staff, (e.g., compensation for call in to work on a day off and to meet staffing needs when there is a short notice absence). This ad hoc group will use IBPS/CDM process and complete their work by the end of November 2005. In the event this group does not reach consensus, either party may refer unresolved issues to the senior medical manager in the Health Plan who will work with the President of OFNHP to resolve the matter. Decisions, or failure to reach agreement at this point, are final and binding.

Appendix J

**KAISER PERMANENTE NORTHWEST REGION**  
**AND**  
**OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS**  
**LABORATORY PROFESSIONALS**

**Letter of Understanding**

The following represents agreement between Kaiser Permanente and Oregon Federation of Nurses and Health Professionals Laboratory Professionals. This agreement is effective October 1, 2005 through September 30, 2010.

**ATTENDANCE**

We will resolve at local tables and attempt to implement in 2006 as soon as possible. (See pg. 14 of the draft National Agreement.)

**BACKFILL**

By December 1, 2005 Medical, Dental and Human Resource senior leaders will meet with union leaders to consider how to implement the backfill commitments of the National Agreement, taking into account consideration of the concept of core staffing.

They may appoint an oversight and planning group.

**HRIS** August 30 memo from Peter DiCicco and Leslie Margolin

We will incorporate from the August 30 memo from Peter DiCicco and Leslie Margolin the consistency provisions into local contracts. The provisions on that memo should “replace any sections of the language that are contrary to (these) provisions, or be added where the current language is silent.”

**HRIS Local List**

Mid-year open enrollment. There will be one open enrollment. It will be in January. This does not affect current practices regarding BAH and changes due to changes in major life circumstances

Vacation "lump sum" deposit on anniversary dates. Lump-sum vacation payments typically given on the anniversary date at which time vacation or PTO accrual increase will be discontinued. Instead, the higher accrual rate will begin one-year prior.

Vacation accrual goes to on-call in Local 555 Pharmacy Contract. On-call employees in the pharmacy will not accrue vacation.

Medical, Dental, and Group life Insurance eligibility is sometimes defined as after 30-31 days or after 90 91 days –

In all contracts where applicable, these references need to change to 1 month and 3 months

### **INCLEMENT WEATHER**

By January 1, 2006 Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to review the inclement weather policy.

### **INPATIENT SITE SPECIALISTS, INPATIENT APPLICATION COORDINATORS, INPATIENT TRAINING/CURRICULUM DEVELOPERS AND OTHER RELATED POSITIONS.**

By November 1, 2005, the parties will develop a process to resolve the union representation questions of these positions. The parties will rely on the process outlined in the KP HealthConnect Effects Bargaining Agreement to resolve these questions.

### **LANGUAGE FOR BARGAINING UNIT JURISDICTION WHILE IN THE IDM PROGRAM**

An employee who is returned to work in a temporary assignment, as designated by the Integrated Disability Management Program, will continue membership in their original bargaining unit, will accrue seniority as defined in the collective bargaining agreement, and will pay dues and fees to their current union.

When it is determined an employee with an accepted Workers Compensation claim may not return to their job due to permanent disability/work limitations but is able to perform work with the employer in a different position and/or job title, the employee will be awarded an available and suitable job for which they are qualified. When it is determined an employee who has a non-occupational injury or illness may not return to their job due to permanent disability, the employee will be awarded an open and appropriate job for which they are qualified as part of the normal job bidding process for the open position, recognizing the contractual seniority provisions. In both circumstances, the employees will be given preference for placement over outside applicants. At such time as the employee is permanently placed into a new position, they will become a member of the new bargaining unit and will assume all rights and responsibilities of that bargaining unit position, without loss of seniority as defined by their previous bargaining unit position. (Refer to the National Agreement, Workplace Safety)

### **POST RATIFICATION ECONOMIC ISSUES**

Certain unresolved compensation-related issues may be resolved after ratification. In cases where processes developed at local bargaining table do not resolve the issue, either party may refer unresolved issues to the senior medical or dental manager in the Health Plan who will work with the senior leader of the local union(s) to resolve the matter. Decisions or a failure to reach agreement at this point are final and binding.

## **SHOP STEWARDS**

In support of commitments in the National Agreement, the parties agree to:

- Continue the shop steward councils at 4 hours of paid time per month
- Provide for up to 8 hours of training for new shop stewards.
- Provide additional training as mutually-agreed and with mutually-developed curriculum
- Explore opportunities to jointly train managers/supervisors and shop stewards in Partnership.

## **WORKFORCE PLANNING**

By December 1, 2005 Medical, Dental and Human Resource senior leaders and union leaders will appoint an oversight group of two managers and two union leaders to consider how to implement the workforce planning commitments of the National Agreement in collaboration with the Northwest Workforce Planning Committee.

### AGREED:

For the Employer:

s/Creighton Young  
Creighton Young  
Lead Senior Labor Relations Consultant

Date: 1/17/06

For the Union:

s/Alan Moore  
Alan Moore, Internal Organizer  
Oregon Federation of Nurses & Health Professionals

Date: 4/28/06